

**ZB# 93-50**

**Charles Phillips**

**16-4-30**

Prelim,

Nov. 8, 1993.

Need copy of:

- ① Need it. here
- ② Title Report & here
- ③ Photos of here <sup>in P. 1</sup>
- ④ Fees: ① 50.00 <sup>in P. 1</sup>
- ② 292.00 <sup>in P. 1</sup>

Conny

12/25/93 Letters to be sent out to

Public Hearing:

January 10, 1994.

adj. for

new. # 1

Q-2-35  
1 60 Q

Area Variance

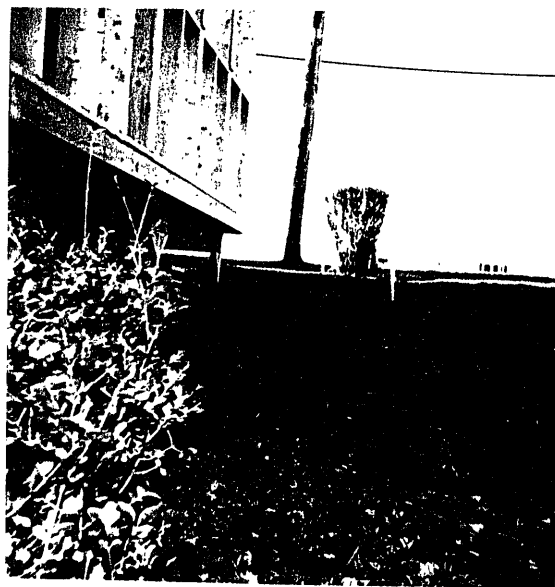
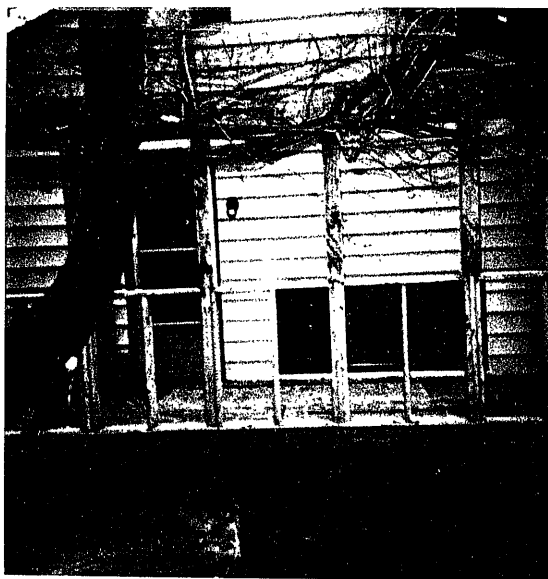
• Granted on: 1/24/94.

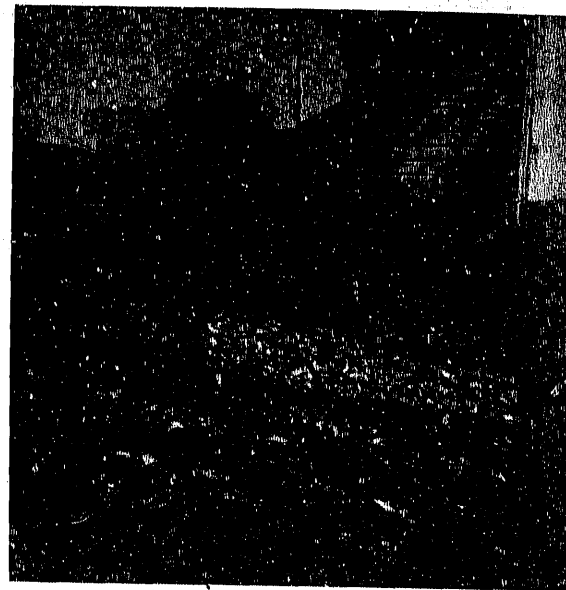
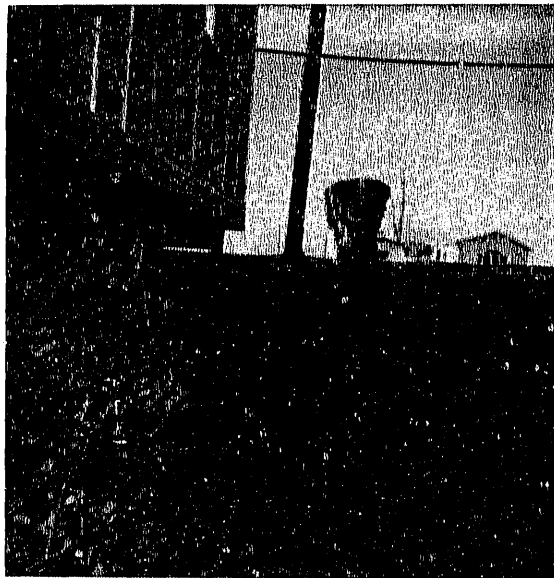
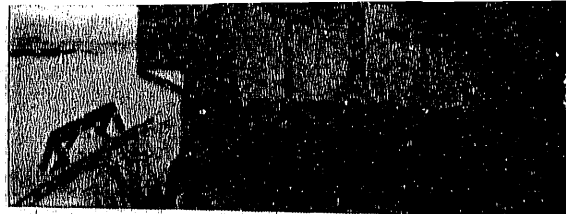
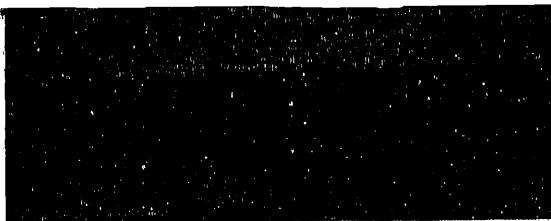
MADE IN U.S.A.

NO. 753 1/3

**Oxford®**  
ESSELTE

#93-50 - Phillips, Charles  
existing enclosed porch - area.





From Edge of Deck  
To Prop Enc. 5' 2"

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12550

**GENERAL RECEIPT**

13763

Received of Charles Phillips Dec. 2 1993 \$ 50.00

Forty and 00 DOLLARS

For 3BA #93-50 App. Dec 100

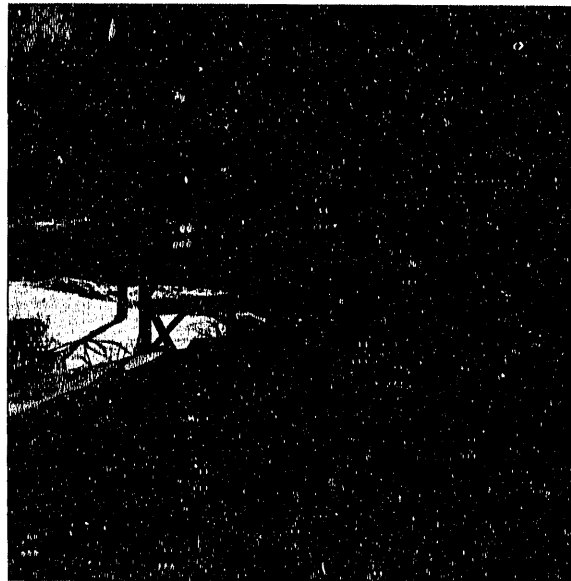
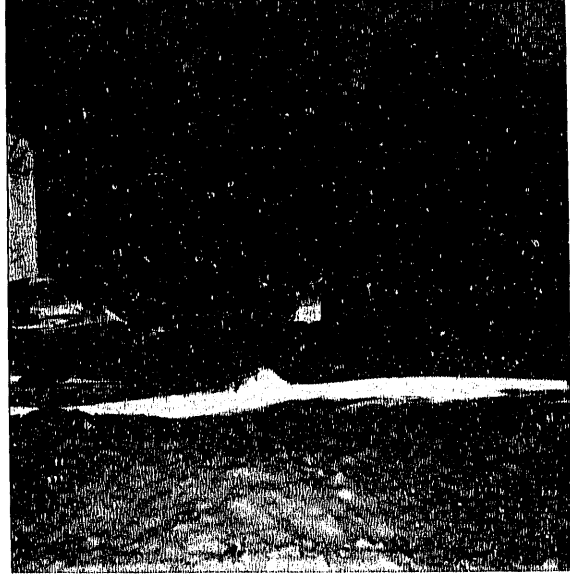
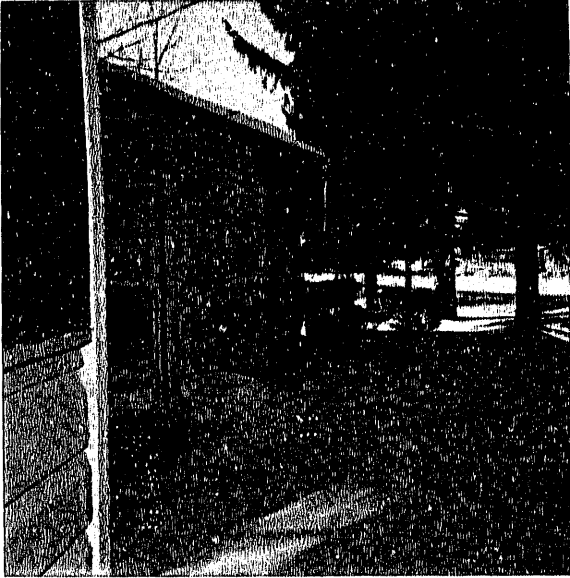
DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CE#1280</u>		<u>50.00</u>

By Pauline M. Townsend  
Town Clerk  
Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

CO#67-SCHOONMAKER  
HAMES Lt#338



~~73~~ 70 + new  
existing enclosed

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Phillips, Charles

FILE # 93-50

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00

\* \* \* \* \*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 292.00

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE . . . . .	\$	_____
2ND PRELIM. MEETING - PER PAGE . . . . .	\$	_____
3RD PRELIM. MEETING - PER PAGE . . . . .	\$	_____
PUBLIC HEARING - PER PAGE . . . . .	\$	_____
PUBLIC HEARING (CONT'D) PER PAGE . . . . .	\$	_____
TOTAL . . . . .	\$	_____

ATTORNEY'S FEES:

PRELIM. MEETING- _____	HRS. . . . .	\$	_____
2ND PRELIM. _____	HRS. . . . .	\$	_____
3RD PRELIM. _____	HRS. . . . .	\$	_____
PUBLIC HEARING _____	HRS. . . . .	\$	_____
PUBLIC HEARING _____	HRS. (CONT'D) . . . . .	\$	_____
FORMAL DECISION _____	HRS. . . . .	\$	_____
TOTAL HRS. _____	@ \$ _____	PER HR.	\$ _____
		TOTAL . . . . .	\$ _____

MISC. CHARGES:

\_\_\_\_\_ TOTAL . . . . . \$ \_\_\_\_\_

2BA disk  
#8019  
(013194.CP)

LESS ESCROW DEPOSIT . . . . .	\$	_____
(ADDL. CHARGES DUE) . . . . .	\$	_____
REFUND TO APPLICANT DUE . . . . .	\$	_____

(ZBA DISK#7-012192.FEE)

-----X

In the Matter of the Application of

DECISION GRANTING  
AREA VARIANCE

CHARLES PHILLIPS,

#93-50.

-----X

WHEREAS, CHARLES PHILLIPS, 73 Cedar Avenue, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 9.3 ft. side yard variance for an almost completed existing enclosed porch located on the residential parcel at the above address located in an R-4 zone; and

WHEREAS, a public hearing was held on the 10th day of January, 1994, and adjourned at that time, and continued on the 24th day of January, 1994 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was present at the public hearing, accompanied by his niece, Virginia Singh, and they both spoke in support of the application; and

WHEREAS, there were two (2) spectators appearing at the public hearing; John Farrenkopf of 69 Cedar Avenue, New Windsor, New York and Edna Lynch of 71 Cedar Avenue, New Windsor, New York; and

WHEREAS, the application was opposed by both of the said spectators. Mrs. Lynch, who resides on the property contiguous to, and on the side of, the applicant's property where the porch in question is located, stated that the enclosed porch addition will be adjacent to her property and she opposes such construction because the porch was much larger than she was lead to believe it would be, and also the fact that it is right under her bedroom window and she feels that the noise generated both in the winter and summer months will cause a disturbance to her. Mrs. Lynch further stated that she opposed the applicant's porch because it was too close to her bedroom windows. She indicated that she felt applicant's porch should be smaller, possibly a 4 ft. by 11 ft. size, as her porch, in order to lessen its impact upon her. Mr. Farrenkopf, who resides on the property next to Mrs. Lynch, and thus is one lot removed from the applicant's property, stated that he objected because the proposed structure, which is almost completed, is very large and is much closer to the neighbor's residence than was stated in the applicant's initial submission; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to side yard in order to allow an almost completed enclosed porch to remain in its present location and to be completed at the above residential dwelling in an R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable side yard would be required in order for applicant to be able to complete the enclosed porch located at the applicant's residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented on behalf of the applicant indicated that he had a small porch located on the side of his house which was constructed at the same time the house was constructed, which was prior to his purchase of the property in 1956. Since the original porch was in a deteriorating condition, and was becoming unsafe, he decided to replace the old small porch with a larger structure. He applied for a building permit, hired a contractor and proceeded to have the enclosed porch constructed. A Building Permit was issued for the proposed construction because the applicant, apparently on the contractor's advice, stated that the porch was to be located 15 ft. or more from the property line (and thus would be in compliance with the applicable bulk regulations for side yard in the R-4 zone). While construction of the porch was underway, the Building Inspector learned that the distance between the porch and the side property line was less than 15 ft. Consequently the Building Inspector issued a stop work order because the construction did not comply with the side yard requirement and a variance was going to have to be sought by applicant in order to continue construction and receive a certificate of occupancy.

5. The applicant now submits the instant application for an area variance in order for his contractor to return and complete a structure and to be able to obtain a Certificate of Occupancy upon its completion.

6. The evidence presented by the applicant substantiated the fact that the almost completed enclosed porch is located to the side of the property. Applicant feels that the impact on the neighboring properties is nil since the porch is only one foot, four inches larger in width than the previous porch. The replacement porch is considerably longer than the porch it replaces. The dimensions of the replacement porch are 6 ft. by 20 ft. Since the porch runs the side of the residential dwelling and can be seen by the adjacent neighbor from her bedroom window.

7. The applicant's original porch was open and was quite small. Since the applicant is advancing in years, he felt that a larger porch was desirable so that he would be able to safely move around the same as well as to be able to sit outside. The replacement porch thus was designed to be larger and will be enclosed. The replacement porch will not be heated and will have no electric, except for the existing porch lights. Applicant believed that the enlarged porch would afford him a reasonable use of his property.



16. Any new porch constructed by the applicant was wider than the porch it was replacing would generate the need for a side yard variance because the existing side yard is undersize. Consequently, analyzing the objection presented before this Board, it would seem that Mrs. Lynch would have been satisfied with a 2 ft. narrower porch, which presumably would have generated the need for a 7.3 ft. side yard variance, rather than the 9.3 ft. side yard variance which is the subject of this application.

17. The consideration of this application is further complicated by the fact that the applicant's house and Mrs. Lynch's house both face Cedar Avenue and are constructed with their front lines roughly parallel thereto. However, the common side line cuts between the two houses diagonally. This makes the existing front corner of the applicant's house the closest point to the side line at 11.2 ft. The front corner of the proposed porch would become the closest point to the side line, at 5.7 ft. if this variance application is approved. Conversely, it is the rear corner of Mrs. Lynch's existing house which is the closest point to the side lines on her side at 5.2 ft. Consequently, Mrs. Lynch's existing house is actually closer to the common side line than the applicant's proposed porch would be if this application is granted.

18. It further appeared from evidence presented at the public hearing that the spacing between the applicant's house and Mrs. Lynch's house would be approximately 18.7 ft. if the proposed porch is constructed. There was additional evidence offered that the typical spacing between houses in this neighborhood is 20 ft. Thus the proposed dimension does not depart dramatically from the standard in the neighborhood.

19. The evidence presented by the applicant also indicated that the neighborhood surrounding the subject site is devoted predominately to residential uses.

20. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community and conforms to the character of the neighborhood since many of the neighboring properties are also improved with porches or decks of comparable dimensions, and since, even after completion of the proposed construction, the distance of the neighboring structures from the common side line, and the distance between those structures will still be typical in this neighborhood.

21. Although both the applicant's proposed side yard of 5.7 ft., and Mrs. Lynch's existing side yard of 5.2 ft. are substantially at variance with the 15 ft. side yard requirement since both properties are pre-existing and non-conforming, it is the finding of this Board that on balance the applicant should be granted this variance since it permits relatively equal dimensional incursions into the side yard by the adjacent neighbors.

22. The evidence presented by the applicant further substantiated the fact that the requested variance, if granted,

8. The evidence presented by the applicant indicated that the house was constructed prior to the adoption of the Zoning Local Law of the Town of New Windsor, New York. The existing lot are lot width, required front yard (for both front yards), and required side yard all are deficient when compared to the later adopted bulk regulations for the R-4 zone. Consequently the above deficiencies are all pre-existing, non-conforming conditions.

9. Relevant to this specific application, the house with the original porch was located only 11.2 ft. from the side property line so it did not comply with the later adopted bulk regulations which required a 15 ft. side yard.

10. By constructing the enlarged enclosed porch, the applicant seeks to reduce the side yard dimension to 5.7 ft. and this generates the need for a 9.3 ft. side yard variance.

11. The evidence presented on behalf of the applicant indicated that many of the neighboring properties are improved with porches or decks roughly comparable in size to the almost completed enclosed porch which is the subject of this application.

12. The evidence presented on behalf of the applicant further indicated that the enclosed porch could not have been located in either front yard without seeking a variance as larger than that which is the subject of the instant application. There is no other side yard. The porch apparently would be located in the rear yard without the necessity of seeking a variance. However, the applicant rejected this alternative because it would be too expensive and it would not be functional. Locating the porch in the rear yard would require cutting through for a new door, removing windows and knocking out a wall.

13. The applicant also presented evidence which indicated that the almost completed enclosed porch was located in the side of the house to allow access from the kitchen through the existing doorway and create a logical flow of traffic through the house for the convenience and health of applicant.

14. The evidence presented on behalf of the applicant also indicated that, if the porch had been constructed in a conforming manner, in the rear yard, it would have resulted in an enclosed porch that was not readily usable, and in addition, would have been an uneconomic improvement to the house because it would not be a functional addition and it would lack utility.

15. The neighbors who objected to the application did not suggest that the applicant should relocate the porch to the rear yard. The basis of the objection was the close proximity of the replacement porch to Mrs. Lynch's bedroom window. Mrs. Lynch indicated to the Board that her house layout was similar to the applicant's and that her porch, which was also located off the kitchen, was approximately 4 ft. by 11 ft. She felt this was a better size for a porch than the 6 ft. by 20 ft. porch which is the subject of this proposal.

would not have a negative impact on the physical or environmental conditions in the neighborhood since the porch is located on the side of the residence, adjacent to the kitchen, which seems typical in this neighborhood, and although the Board sympathizes with Mrs. Lynch's contention that the proposed porch is close to her bedroom window, it appears to this Board that the proposed side yard is not substantially different from her existing side yard and from what is typical in this neighborhood so the proposed enclosed porch will not detract from the neighborhood.

23. It is the finding of this Board that the proposed variance will not adversely impact the public health, safety and welfare.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the bulk regulations for rear yard. However, It is the conclusion of this Board that the granting of the requested substantial area variance is warranted here because the pre-existing, non-conforming side yards of the applicant and Mrs. Lynch are already undersize and even after this variance is granted, the applicant's provided side yard will still be slightly larger than Mrs. Lynch's existing side yard.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a partially self-created one. The applicant did not create the pre-existing, non-conforming undersize yard. The applicant also did not create the house layout which makes location of a porch impractical and uneconomic in any location other than in the already undersize side yard. However, the applicants desire to add any enlarged porch is causing a self-created difficulty in conforming to the bulk regulations. Given the character of the neighborhood where many of the houses already have porches or decks, and given the close proximity of the houses in this neighborhood, and given the relatively similar dimensions of the side yard provided by the applicant after the proposed enlargement of his porch and the existing side yard of Mrs. Lynch, it is the conclusion of this Board that the requested substantial variance should be granted notwithstanding the applicant self-created hardships.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the

neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 9.3 ft. side yard variance in order to allow construction of an existing enclosed porch to be completed in its present position at the above location in an R-4 zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: April 25, 1994.

  
\_\_\_\_\_  
Chairman

(ZBA DISK#9-013194.CP)

neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

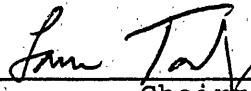
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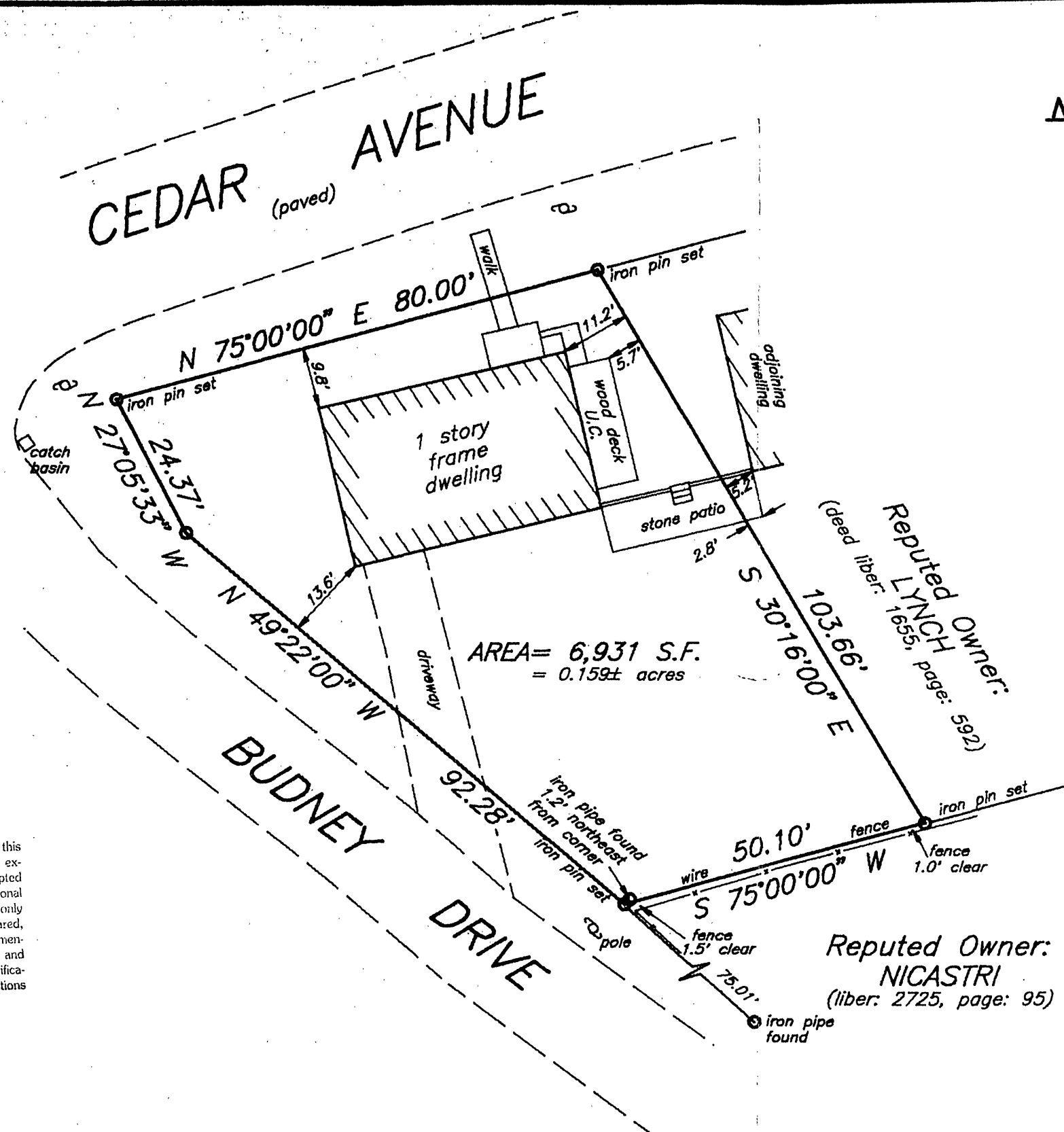
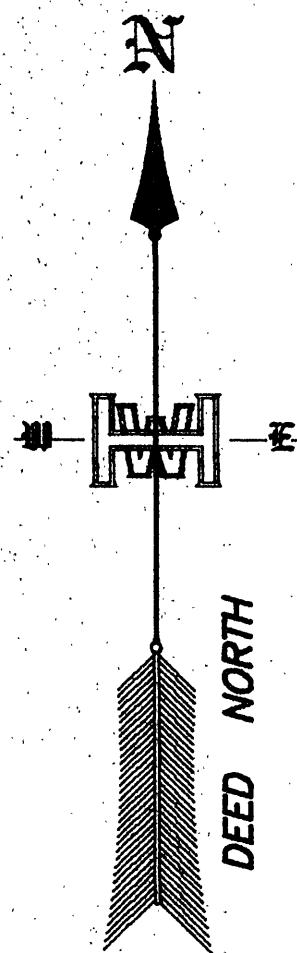
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Dated: April 25, 1994.

  
\_\_\_\_\_  
Chairman

(ZBA DISK#9-013194.CP)



### NOTES:

SUBJECT to any easements, rights-of-ways, and/or agreements that the utility companies may have.

SUBJECT to any written and/or unwritten easements, restrictions, rights-of-ways, and/or agreements.

### REFERENCES:

TAX MAP DATA:  
Section: 16  
Block: 4  
Lot: 30

Deed Liber: 1386, Page: 46  
Deed Liber: 2725, Page: 95  
Deed Liber: 1655, Page: 592  
Deed Liber: 2527, Page: 114  
Deed Liber: 2269, Page: 380

Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.

I hereby certify to:

-Charles L. Phillips;  
-Virginia L. Singh;  
-Town of New Windsor

that this is an accurate survey performed in the field, and that there are no surface encroachments, except those shown hereon.

Howard W. Weeden, P.L.S. NYS Lic. No. 049967

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

Revised Map  
Rec'd 1/24/94

Survey of Property for  
**PHILLIPS**  
located in the  
Town of New Windsor  
Orange County — New York

rev.: 14 Jan. 1994

scale: 1" = 20' , date: 1 Oct. 1993 file no.: 93-20

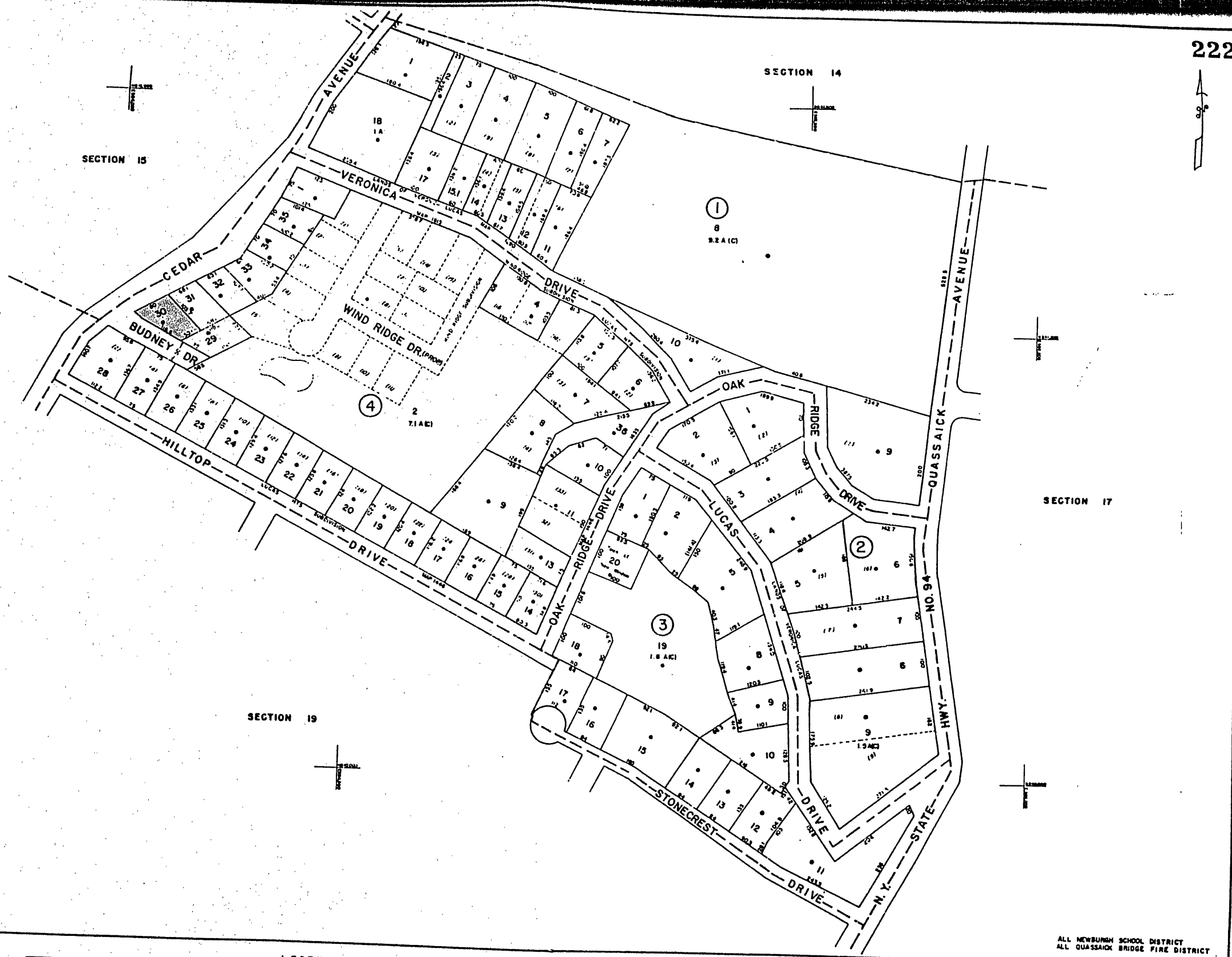


**HOWARD W. WEEDEN**

Professional Land Surveyor

158 West Main Street  
Walden, New York 12586

tel.: (914) 778-7643 fax.: (914) 778-7307



ALL NEWBURNH SCHOOL DISTRICT  
ALL QUASSAICK BRIDGE FIRE DISTRICT

Prepared by  
**AERO SERVICE CORPORATION**  
A DIVISION OF AERONAUTICAL INDUSTRIES  
NEW YORK, N.Y. 10018  
**FOR TAX PURPOSES ONLY**  
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY, TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LINE	WASH LINE	AREAS	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (feet or 1/4, 1/2, 3/4, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)	COUNTY HIGHWAYS
PROPERTY LINE			TOWN ROADS

# ORANGE COUNTY-NEW YORK

Photo No. 14-30, 31, 32  
Date of Photo: 3-1-65  
Date of Map: 2-24-67  
Date of Revision: 3-1-91  
Scale: 1" = 100'

TOWN OF NEW WINDSOR

Section No. 16

*Prelim:*  
Nov. 8, 1993  
# 93-50

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: OCTOBER 7, 1993

APPLICANT: CHARLES PHILLIPS  
73 CEDAR AVENUE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: OCTOBER 7, 1993  
FOR (BUILDING PERMIT): 6643

LOCATED AT: 73 CEDAR AVENUE - (Existing enclosed porch)  
ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION: 16, BLOCK: 4, LOT: 30  
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT SIDE YARD SET-BACK.

*Frank J. J...*  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE F-10	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD	15FT.	9FT.

*REVISED 1-24-94 MB*  
*5.7 FT*  
*9.3 FT*

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.



~~PHILLIPS, CHARLES~~

MR. PHILLIPS: This is a continuation of a public hearing

Mr. Charles Phillips and Virginia Singh appeared before the board for this proposal.

MR. NUGENT: Do I have the updated map in here?

MR. BABCOCK: You can't keep that, Jimmy, but I'll send Pat a copy of it tomorrow.

MS. SINGH: I have another one that you can have, I have extra copies tonight.

MS. SINGH: Mike also has the letter from the surveyor, correct?

MR. BABCOCK: Yes.

MR. NUGENT: What we're looking for everybody my recollection we didn't have a fixed dimension from the corner of the deck to the property line. All we had was 11 foot 2 from the corner of the building. If you look, I've got the old one here so that is what I am looking at and now we have a fixed measurement of five foot seven inches.

MR. LUCIA: I think that is 5.7 feet so that would appear to change the variance request from a 9 foot variance request to a 9.3 foot variance request.

MR. BABCOCK: That is correct.

MR. LUCIA: I guess we'll need a revised amended Notice of Denial on that.

MR. BABCOCK: I did it on mine but I didn't do it for Pat's which I can.

MR. NUGENT: Is anybody interested in the public that wants to see this revised map, you're welcome to step up and look at it. This is a public hearing right now.

MR. TANNER: Corner of the adjoining house is actually closer to the proper line than that is, they are only 5'2" in the back.

MR. HOGAN: This one inch to 20 feet and I don't have a ruler here but I'm using my handy-dandy thumb and I'm guessing somewhere in the range of 14 feet between the two structures?

MR. TANNER: I went and looked at it, I'd say it's in the ballpark.

MR. NUGENT: Closer to 20, looks to be closer to 20.

MR. HOGAN: Between the addition and the adjoining dwelling, Mrs. Lynch.

MR. NUGENT: What they are trying to determine is the distance from your next door neighbor's house and your deck, do you know what that is?

MS. SINGH: 18.7.

MR. NUGENT: 18.7 to answer your question.

MR. LUCIA: Mrs. Singh, I guess had it measured.

MS. SINGH: Right to the corner of the deck.

MR. NUGENT: Anybody in the audience like to make a comment on this right now?

MR. FARENCOFF: Yeah, we don't approve of it.

MR. LUCIA: This is your time to say your piece.

MR. NUGENT: This is your time to make your statement.

MRS. LYNCH: All I said was it was too close and I don't want the noise under my bedroom windows. The house, the porch is from one end to the other, right under both bedroom windows. You wanted a porch just like mine, that is not like mine at all, it's as big as it comes like a room and if I can hear the noise now through closed windows, what is it going to be like in

the warm weather is what I am saying? Have my sleep interrupted.

MR. HOGAN: Mrs. Lynch has two more pictures.

MRS. LYNCH: This is inside my house two glass windows.

MR. LUCIA: I think you may have heard Mrs. Singh say that the distance between the porch and your house is approximately 18.7 feet, is that approximately correct to your recollection?

MRS. LYNCH: Well, I haven't taken the measurements myself.

MR. LUCIA: It's honestly difficult to look at the photograph taken head-on out the window. It looks like it's very close. Does that measurement sound to you like it's approximately correct?

MS. SINGH: I haven't taken the measure. I don't know how to take measurements.

MR. TORLEY: 18.7 feet from the deck or house?

MS. SINGH: From her house frame to the corner of the deck.

MRS. LYNCH: That porch is so big, I couldn't believe it and I can hear every nail they hammered in there. My desk is is there, I write my bills and my house vibrated every nail that went in so I took my bills, went out into the kitchen to finish writing them and I can still feel the vibration under my feet now that is close when you feel like that.

MR. LUCIA: Apparently, if you look at the map, it's about a little bit further although almost as close to the common boundary line as the corner of your house is in the back. Now I don't think the board is necessarily saying that one excuses the other. But I think it's a factor to show the board how close your existing house is from that same property line. In terms of impact of one neighbor on the adjacent neighbor.

MRS. LYNCH: I never complained, I lived there 30 years this month and I never complained about a thing, went along with everything. This is the first I've ever said. I was very unhappy when she wouldn't listen to me when I was talking to her about it with me first but they just closed their ears to everything, no matter what.

MR. LUCIA: When they closed their ears, do you think there's a better alternative?

MRS. LYNCH: Yes, they could have made the porch smaller. They could have made it my size porch or you know I don't know the front--last night they had company quarter to 2 in the morning, I heard that car door slam and the lights go off. I don't, I look at the window, I don't know if it is in front of my house or not. If it is going to be like this in the wintertime, think what it is going to be like in the summertime, the porch isn't made for Mr. Phillips, it's made for his niece. He could do with a smaller porch.

MR. PHILLIPS: The porch is made for me.

MRS. LYNCH: Virginia.

MR. LUCIA: The board cannot consider personalities. The board has to look at properties and someone leaves at 2 o'clock in the morning, if they--

MRS. LYNCH: I understand that people, I have company myself but my main thing is my friends get up 5 o'clock in the morning and they have noise, radios blaring on the porch and I'm assuming this is going to happen, maybe it won't, maybe they will be the quietest people in the world but I just figure I'm going to be awake from the noise.

MS. SINGH: We had no company last night.

MRS. LYNCH: I don't know who it was, blue car with the thing up the middle.

MR. LUCIA: How much smaller do you think they could

make the porch that would be more acceptable to you?

MRS. LYNCH: The only thing I can say I was very disappointed when they wouldn't listen to me this is my porch on the other side and it goes back a little further, this is going right up and it's wider, it's longer and wider.

MR. LUCIA: Do you know the approximate dimensions of your porch?

MRS. LYNCH: Yes, 4 by 11. I have a table and chairs and rack to put clothes on. There's room.

MR. LUCIA: How large is your porch?

MR. BABCOCK: 6 by 20.

MR. LUCIA: It's not the length that is creating the need for this variance, they did a 17 foot long porch or 20 foot long porch is not what's impacting you, it's the width.

MRS. LYNCH: Let me say one more thing while I think of it because I can't always remember everything. Before the porch was even put on, I would hear them talking over there. I couldn't hear the words they were saying but I could hear voices. Now that it is coming closer, I'll be able to hear every word she says. Now there's going to be windows there, and I open my windows in the warm weather.

MR. LUCIA: If the porch were the same width as yours, if it were four feet width rather than six?

MRS. LYNCH: But it isn't.

MR. LUCIA: They'd still need a variance because they are still less than the required separation but that would be acceptable to you?

MRS. LYNCH: Say that again.

MR. LUCIA: You said you wish they had done a porch that is the same size as yours and you're telling me

your porch is four feet wide

MRS. LYNCH: They put up six feet wide porch, it's half the house.

MR. LUCIA: Length doesn't matter, we're only dealing with the width. That is the only dimension before this board.

MRS. LYNCH: You can't tell by this if it is 4 foot but it's 4 foot, 11 foot long.

MR. LUCIA: I'm not doubting your numbers. All I'm just trying to explore with you, your statement that you, that if that porch is the same size as yours would that have been acceptable?

MRS. LYNCH: Well, because my kitchen door goes in and they've got the same type house see, basically houses are the same and I figure if he went back like this, that would in other words if I wanted to put a fence up and if I come up where the stake is in the front that is to be awful close to his porch, if I decide to put a fence up, if I--

MR. NUGENT: Five foot, it would be five foot off his porch that is what it is right here.

MRS. LYNCH: Where the stake is?

MR. NUGENT: Where the survey line is.

MRS. LYNCH: I thought that is where the line was.

MR. NUGENT: I'm not sure whether the stakes are accurate.

MR. BABCOCK: He checked them.

MS. SINGH: Here's a letter from the surveyor and I had him come and redo it.

MRS. LYNCH: If the situation was reversed, if it was me putting a porch on, Bud and his wife would be the first ones to complain if the situation was reversed.

This is the first I complained in 30 years.

MR. TORLEY: We cannot look at this on the basis of the personalities.

MRS. LYNCH: I know I have been a good neighbor for 30 years, they know this so does a lot of other people.

MR. TORLEY: The corner of their deck on the survey is 5.7 feet from the property line. The back corner of your house to this common stone patio is 5.2 feet from the property line so it is a symmetrical thing.

MRS. LYNCH: They know the stakes, I always knew where my end of my driveway line, I was told that when I first lived there by Mr. Phillips. Now, they had it resurveyed, now they are going right in my driveway to rake the leaves, mow the lawn. They are right in my driveway now. Is that fair? That is not fair to throw their weight around now that they've got it surveyed.

MR. TORLEY: Ma'am, if the survey shows that is where the property line is, they can do that. If the survey line shows what you thought was your yard is their yard.

MRS. LYNCH: My driveway.

MR. NUGENT: We don't know anything about the driveway or yard. All we know is the line which is done by a registered surveyor. We can't get into personalities.

MR. LUCIA: Where does your driveway run?

MRS. LYNCH: I have pictures but I didn't bring them. I didn't think it was necessary.

MR. NUGENT: It isn't.

MR. TORLEY: Your driveway runs back to Cedar?

MRS. LYNCH: I don't have any pictures of the driveway but if I backed my car, the stake would be right in the middle, they have to come right on my side, they don't have to but they do.

MR. FARENCOFF: Her driveway is off her porch.

MRS. LYNCH: The garage side?

MR. LUCIA: Is your driveway on Mr. Phillips' side of the property line?

MRS. LYNCH: No, my driveway is on Farencoff's side.

MR. LUCIA: That isn't something that is really relevant to this consideration. But thank you. If they had made their porch the same size as yours, four feet wide, would this change your being able to hear voices?

MRS. LYNCH: If it is going toward the back, it's getting away from my side of the bedroom window, it would be under the other one but it's not under my bedroom window.

MR. LUCIA: If your bedroom window, can you show us on the survey about where on the side of the house your bedroom window is, is it closer to Cedar Avenue or is it closer to the back of the house?

MRS. LYNCH: Wait a minute, I'll find it.

MR. TORLEY: Are you saying that you feel if their porch was two foot narrower, it would make a substantial difference?

MRS. LYNCH: I'm saying half the size it is.

MR. FARENCOFF: She didn't want it under her window.

MR. TORLEY: The length has nothing to do with the variance.

MR. LUCIA: Bedroom window is really closer to the Cedar Avenue side of the house?

MRS. LYNCH: Yes.

MR. LUCIA: So that is what's directly impacted by the



Phillips' porch?

MRS. LYNCH: I don't begrudge the man a porch. There's going to be a racket in the summertime. He deserves a porch but I just don't like it under my bedroom window in the summertime.

MR. LUCIA: I can understand I think everyone on the board understands that it may not be to your liking but the problem the board has in trying to balance the interests of the Town of New Windsor here and specifically your interest as a neighbor, with Mr. Phillips' application for variance, he's looking for a variance of 5.7 feet. You tell us if the porch was a little smaller, it would be more to your liking but I think what the board is having a hard time just figuring is is two or three feet going to make that much difference in what you can hear, what you can understand? It will make a difference, I mean I don't think anyone would say it won't but is that difference so great that it is going to change this board's view of this application?

MRS. LYNCH: I'm not looking for no sympathy but I cried a couple times over it to think that I am going through all this aggravation now and he told me in his old age I'm the same age he is, 73 I'm retired 4 years ago, I'd like to have a little.

MR. FARENCOFF: We might not have been there if they went through the proper procedures, got a building permit, found out they are wrong and did it the right way. They did everything wrong.

MS. SINGH: We thought the contractor had the permit filed.

MR. FARENCOFF: Let the contractor pay to have it changed. He's supposed to know what he is doing.

MR. LUCIA: It certainly would have been cheaper for them to do it within the ordinance than to go through this whole procedure, probably everyone is on the same side of that issue.

MR. NUGENT: No matter what they put on the side of the house, they needed a variance.

MR. TANNER: They would have had to have a variance, no matter what they put on. One foot wide porch it would be too close.

MRS. LYNCH: So to me, it's so big when I hear the vibration, you know it's close, the property is really very close.

MR. HOGAN: This is on the kitchen side of your house?

MS. SINGH: Yes, it is same as her's.

MR. HOGAN: Where is your porch?

MRS. LYNCH: Opposite side, the houses are almost identical.

MR. NUGENT: Thank you.

MR. LUCIA: Mr. Phillips, you have heard Mrs. Lynch with regard to maybe you could have made the porch smaller. Can you tell us why it was once again you designed it to be the width that it is?

MS. SINGH: Well, basically because he has a hard time moving around and seeing, okay, and I did plan on putting the garbage cans in the corner of the porch like anybody else, it would be easier to get out the door.

MR. LUCIA: And 4 foot wide porch would not have allowed sufficient turning room?

MS. SINGH: It would have but I was trying to give him a little more comfortable space. We do not plan on having any loud parties or making any boisterous noise, normal conversation like anyone would have. It has no electricity, other than the existing porch light that is there already. There's no heating system there so it will not be used in the winter.

MR. LUCIA: The window openings would be glass?

MS. SINGH: Yes, glass and screen combination.

MR. LUCIA: And it's connected to what room in the house?

MS. SINGH: The kitchen.

MR. LUCIA: That allows for very logical traffic flow through the house and on to the porch and back?

MS. SINGH: Yes.

MR. HOGAN: From what I am looking at here, the sketches that we're provided, this is entirely an uninsulated structure?

MS. SINGH: That is correct.

MR. HOGAN: You're talking about seasonal use?

MS. SINGH: Well, it would be used just in the summer, not the winter. Other than I said to put out the garbage on the porch.

MR. TORLEY: You considered it economically impractical to put the deck on the back of the house?

MS. SINGH: It would have cost a heck of a lot more money.

MR. PHILLIPS: I'd have to put a door in there, do away with windows.

MS. SINGH: Knock out a wall to put in windows.

MR. PHILLIPS: It will change the room, you know.

MR. NUGENT: Almost 90 percent completed, this porch, right?

MS. SINGH: That is correct.

MR. NUGENT: You put a roof on it?

MS. SINGH: No.

MR. NUGENT: I said you're putting a roof?

MS. SINGH: Yes.

MS. SINGH: It will be totally enclosed.

MR. TORLEY: Dan, there were no other problems, easements, et cetera?

MR. LUCIA: Not that came up at the public hearing, not that I saw in the deed or title policy.

MR. NUGENT: Is there any additional comments? If not, I'm going to close the public hearing and open it up back to the board for additional questions. Hearing none, I'll accept a motion.

MR. TANNER: I'd just like to make a comment, Jim. After last meeting, I was kind of opposed to this but now looking at this map and seeing that the next door dwelling is 5.2 off the property line, it's actually closer to the property line than this porch that is going on. It kind of changes my point of view on it, I think we're talking about the same distance off the property line for the two structures so that would kind of change my point of view on it.

MR. NUGENT: Other thing that bothers me is that if I lived next door to someone for 30 years, I think I would have talked to them before I built it to see their feelings but it's done now. The structure is up. I mean it would be terribly expensive to try to change its dimensions.

MR. TANNER: That part doesn't bother me. If you build it without a building permit and it's wrong, it comes down. It's more that you are talking the same distances off the property line and approximately the same distances between houses, just the ones in the front, ones in the rear.

MR. TORLEY: Houses are parallel, just that the line is diagonal.

MR. TANNER: If there was a substantial difference I would object to it but I just don't see a substantial difference.

MR. HOGAN: I have to go along with you. I was kind of opposed to this too after seeing some of these photos last week but in looking at the map and seeing the distances with some of these photos in between, I'm inclined to vote for the variance because I think by doing that we're permitting her to use the property to the same degree as Mrs. Lynch is using hers.

MR. TANNER: Yes.

MR. TORLEY: Frankly, I think that a four foot wide porch less than a four foot porch for a gentleman of advanced years might be hazardous to move around.

MR. TANNER: Make a motion we grant the variance.

MR. LANGANKE: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. HOGAN	AYE
MR. TANNER	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

PHILLIPS, CHARLES

MR. NUGENT: Request for 9 ft. side yard variance for existing enclosed porch at 73 Cedar Avenue in an R-4 zone.

Mr. Charles Phillips and Virginia Singh appeared before the board for this proposal.

MR. NUGENT: You want to tell us what you're planning on doing and why you want to do it for the record?

MR. PHILLIPS: Well, I'm just looking for a place where I can spend the rest of my life because I can't see too well and I can't walk too well. I've had two cornea transplants in the last three years and I'm not seeing too well and I don't walk too well so I can't get around and I was just looking to put a porch on the side where I can spend the summer.

MR. LANGANKE: This had the porch at one time and he rebuilt it and made a little larger so you'd be more comfortable.

MR. PHILLIP: It had an open porch and I figured I'd have an enclosed porch so the bugs won't bother me sitting there in the summer.

MR. LANGANKE: Do you use it in the winter also?

MS. SINGH: No there'd be no heating in it at all. It would be a walkway possibly coming into the kitchen to stay off the living room floors but other than that, no.

MR. PHILLIPS: No electricity only the porch light which is there already.

MR. LUCIA: When you enclosed the porch, did you expand it any further towards the side yard?

MR. PHILLIPS: One and a half feet.

MR. BABCOCK: What happens it got longer and the property line, it gets closer to the property line and

it gets longer.

MR. LUCIA: And you expanded it by one and a half feet just per usable size?

MS. SINGH: Yes.

MR. PHILLIPS: I made it a little bigger so I can get up and kind of walk around, you know.

MR. LUCIA: I see that the property line slants between your property and the neighbor's property on that side, how far would you say that enclosed porch is from your neighbor's dwelling?

MS. SINGH: The porch being up right now as the way it's been constructed, there's almost 20 feet.

MR. LUCIA: Is that spacing typical of the neighborhood from house to house?

MS. SINGH: I would say so.

MR. LUCIA: Do many of yours neighbor have enclosed porches?

MS. SINGH: Yes.

MR. LUCIA: Of a similar size?

MS. SINGH: No, the one next door is a little bit smaller.

MR. LUCIA: But not greatly different?

MS. SINGH: Right.

MR. NUGENT: Stone patio in the back of your house does that belong to you?

MR. PHILLIPS: Stone patio?

MS. SINGH: Yes.

MR. PHILLIPS: About three quarters of it, I would say.

MR. NUGENT: Part of it is over the property line.

MR. PHILLIPS: That was put up years ago.

MS. SINGH: That was pre-existing when they purchased the house when my uncle bought the home, yeah, I believe it's five feet that is over on to the next property line but that was already pre-existing.

MR. NUGENT: Dan, the other thing I see on this drawing maybe I'm a little confused here, it shows 11 foot 2 inches to the property line to the one corner of the house but doesn't give me a measurement from the corner to here, is that what's supposed to be the 9 foot?

MS. SINGH: Nine foot variance, yes.

MR. BABCOCK: Six foot he's looking for 9 foot variance, there's supposed, they are supposed to be 15 feet from the property line.

MR. NUGENT: Corner of the property is 6 foot from the property line?

MR. BABCOCK: Yes.

MR. TORLEY: How old is the home?

MS. SINGH: Well, I don't know when it's built, he purchased it in 1956.

MR. TORLEY: Stone patio was there then?

MR. PHILLIPS: It was there then, yes, the people that owned the home before, they put it in there.

MR. LUCIA: So the offset on the existing dwelling pre-exists, that is not a problem but the enclosed porch was done after zoning but that is what's making the side yard variance we have before us.

MR. BABCOCK: It looks like that that patio goes from house to house and the line they put in later on, that is what it looks like to me.



MR. NUGENT: If I understand this correctly, this porch is already erected or just a deck?

MS. SINGH: It's partially up, I'd say it's three quarters done.

MR. PHILLIPS: Three quarters up now.

MR. BABCOCK: The walls are up, Mr. Chairman.

MS. SINGH: Frame is up. The only thing that isn't in is the roof and windows and the door.

MR. BABCOCK: When they came in to get a building permit, they had thought that they were 15 feet from the property line or more so they did receive a building permit because based on that, I'm not sure exactly what they said they were, yeah, they said they were 15 feet from the property line and then--

MS. SINGH: The contractor stated that.

MR. BABCOCK: We give them a building permit cause we thought that they were 15 feet. They started the construction and then one of the neighbors had called us and said that they were closer because the line goes on an angle so we contacted them.

MR. NUGENT: It's considered a corner lot?

MR. BABCOCK: Yes. Doesn't effect that.

MR. NUGENT: Did I hear you say that the newer deck is a foot and a half larger than the old porch was?

MS. SINGH: Out, yes.

MR. NUGENT: From the house?

MS. SINGH: Yes, lengthwise it's longer.

MR. BABCOCK: See the little square within the big one?

MR. TORLEY: It's a lot longer.

MR. BABCOCK: It's 6 by 20 is the size of the deck, the new deck is going to be, 6 foot out 20 foot long, the new porch that they want to build, yes.

MR. PHILLIPS: The old porch was more like a step-in porch.

MS. SINGH: You could put a chair out there but you couldn't move. You can see it's outlined underneath and it had a walkway next to it which we put the porch out of the walkway.

MR. LANGANKE: I have no more questions.

MR. LUCIA: Do you feel that an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties created by granting this area variance?

MS. SINGH: No. I am Virginia Singh, niece of Charles Phillips.

MR. LUCIA: Is the benefit achievable by some other method for the applicants to pursue other than an area variance?

MS. SINGH: No.

MR. LUCIA: Is the requested area variance substantial, that is in terms of numbers?

MS. SINGH: I believe so.

MR. LUCIA: Will the proposed variance have an adverse effect or impact on physical or environmental conditions in the neighborhood or zoning district?

MS. SINGH: It will improve it.

MR. LUCIA: Was the difficulty self-created?

MS. SINGH: Nope, I wouldn't say. Well, I guess it was.

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MR. LUCIA: But you're doing what you can to rectify that problem?

MS. SINGH: That is correct.

MR. LUCIA: Thank you that providing your deed and title, I notice that the property is subject to a number of restrictions and covenants. Is there anything to your knowledge effecting the title to the property which would prohibit you from maintaining this porch should this board grant you approval?

MS. SINGH: No.

MR. LUCIA: Thank you.

MR. NUGENT: At this time, I'd like to open it up to the public. Anyone has any comments, please state your name and address.

EDNA LYNCH: I haven't called the board but being I have the paper to appear here, I'll come.

MR. LUCIA: Tell us who you are and your address.

MRS. LYNCH: Next door neighbor, Edna Lynch.

MR. LUCIA: Are you the neighbor on the side this porch is on?

MRS. LYNCH: Yes.

MR. NUGENT: Go ahead.

MRS. LYNCH: Well, my only complaint is the porch is much larger than I thought it was going to be and it's right under my bedroom windows. That is my main complaint.

MR. NUGENT: So you are not in favor of it?

MRS. LYNCH: No because it's under my bedroom windows. I thought it was going to be a porch like mine.

MR. JOHN FARENCOFF: She tried to explain it to the

people that they first started it they were too close. They said mind your own business, we'll take care of it. They haven't been, I'm next to her, I'm John Farencoff, I do enough for the community, I don't even want to get involved. You have got an a porch the whole size of the house.

MR. LUCIA: I think Mr. Phillips indicated he thought there was 20 feet between the edge of the porch and your house. Is that not an accurate estimate?

MR. FARENCOFF: From the side of the house to the line is 13 between the house is 25 so there's not even close to the ordinance.

MR. LUCIA: Do we have that survey?

MR. BABCOCK: If he is saying it's 25, the porch is 16 so it would be 19 feet from the porch to the house approximately from the new porch to your house approximately 19 feet.

MR. LUCIA: This is the Phillips' survey which we're told shows the enclosed porch. Do you feel that is an accurate representation of what he's doing there?

MRS. LYNCH: Here's the porch from my bedroom window,

MR. FARANCOFF: Here's the property line right here, there's no footage like they are talking about.

MR. LUCIA: It's very difficult with the line going at an angle looking at the photograph taken head on and tell you the offset.

MR. FARENCOFF: You're going from the property line over straight not at an angle.

MR. NUGENT: From this point to the line they are saying to us we didn't go out there and measure it because it's none of our business. We take their word that this line from here to here is 6 foot.

MR. FARENCOFF: No way, I venture to say that is no more than 18 inches.

MRS. LYNCH: The stake from the beginning to end.

MR. NUGENT: From here to here?

MRS. LYNCH: Stake from the front to the back, it's supposed to be measured, right?

MRS. BARNHART: Right.

MRS. LYNCH: Nobody measured it.

MR. NUGENT: Somebody drew this map up.

MR. LUCIA: He did not show the offset from the porch that I guess is my questions. Maybe you're saying you don't think this is a fair and accurate representation of the enclosed porch.

MR. FARENCOFF: No because from the end of the porch to the stake is 18 inches.

MR. TORLEY: Along the angle of the property line.

MR. FARENCOFF: From their property line to the edge of the porch.

MR. TORLEY: But the property line doesn't go straight.

MR. FARENCOFF: It does run at an angle.

MR. TORLEY: So what we have to look at they are saying from the nearest point to the property line is six feet not to there, not like that from here to here is six feet and you think that is reasonable?

MR. FARENCOFF: No, it's right outside the bedroom window. She can hear them talking now in the dining room.

MR. LUCIA: Where is the stake?

MRS. LYNCH: You can see it on that one.

MR. FARENCOFF: There's the original stake, this other

stake was moved over.

MRS. LYNCH: They put in themselves the other one.

MR. FARENCOFF: I don't know which stake they took the measurement off of.

MR. LUCIA: Were any the stakes put in by your surveyor?

MS. SINGH: The ones with the pink ribbons is the one the surveyor put in and it has not been touched.

MRS. LYNCH: The other one your son put in.

MS. SINGH: He put that in in when he was taking the pictures.

MR. LUCIA: Your son put in the stake that is not on either property corner?

MS. SINGH: He did it in the one picture that I have where the stake is from the corner of the out towards the property line is the one he put in to take the picture.

MR. LUCIA: How was that stake located?

MS. SINGH: It wasn't existing, he was going, our property line from the point of the property line to the porch he just took that picture.

MR. TANNER: Can't we solve this by adjourning it and have the map updated?

MR. LUCIA: The problem is that we have a survey that does not show the enclosed porch.

MR. TANNER: Let's get a survey with it shown.

MR. TORLEY: You're suggesting that we adjourn the meeting.

MR. TANNER: I'd like them speak their piece and we adjourn the meeting adjourn this part of the meeting

and let's get an updated map so we have that distance on the map, we know it's surveyed then we're not taking anybody's word for anything.

MR. LUCIA: What we need a surveyor's measurement of the offset from the nearest corner of porch to the property line.

MS. SINGH: We were told from the corner of the building to here.

MR. LUCIA: No, that is wrong.

MS. SINGH: I'm not spending \$500 to have the surveyor come back.

MR. LUCIA: The same surveyor will come out and shoot it but it's not going to be the same price as on the survey. If you get a letter from the surveyor with his stamp and seal on it saying he has measured that offset and at the closest point it measures X feet, I think the board will accept that.

MR. LANGANKE: That is the measurement we need.

MS. SINGH: From the corner of porch to where he put the stake in.

MR. TANNER: To the property line.

MR. LANGANKE: To the property line not where the stake is.

MR. LUCIA: The property is staked only at the corner so there will be a front and back stake your son unfortunately carries no weight.

MS. SINGH: My son put it on here when he was off a foot and a half.

MR. LUCIA: That is why we need a surveyor to measure it because we have a disputed testimony here and we can't say who's right.

MR. HOGAN: I've asked to keep these photos.

MR. NUGENT: Fine, we'll put them in the record.

MR. LUCIA: I might ask Mr. Farencoff if you write your name on the back of them.

MR. FARENCOFF: They are hers.

MR. NUGENT: I would like a motion.

MR. TANNER: Make a motion we adjourn the public hearing until we have an updated map showing the correct distance from the corner of the new porch to the property line.

MR. TORLEY: Or letter stating the distance.

MR. NUGENT: We want an accurate measurement.

MR. LUCIA: I prefer to adjourn to a date certain so it is not openended, if you can get it before the next meeting.

MS. SINGH: I'll have it to the 24th.

MR. TANNER: Amend to adjourn to the 24th.

MR. LANGANKE: Second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. LUCIA: Get that and give it to Mike Babcock and he'll have it filed before the before the next meeting.



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PHILLIPS, CHARLES

MR. NUGENT: Request for 9 ft. side yard variance for existing enclosed porch which has building permit located at 73 Cedar Avenue in an R-4 zone. Tell us what you want to do.

Mr. Charles Phillips and Ms. Virginia Singh appeared before the board for this proposal.

MR. PHILLIPS: Well, I'm trying to put a side porch on the side of my house which the older one was falling apart.

MR. NUGENT: You had one.

MS. SINGH: Yes, the house was built in 1956.

MR. TORLEY: And the porch was part of it?

MS. SINGH: Yes.

MR. HOGAN: Same size you're replacing?

MS. SINGH: No, it's one foot four inches over the existing.

MR. PHILLIPS: I just lost my wife two months ago so--

MS. SINGH: He has double cornea transplants so he can't see everybody too well also so--

MR. PHILLIPS: Just looking for something I can put out there where I can sit and enjoy myself.

MR. HOGAN: I don't have a copy of the plans, some reason why you want a foot and four inches more?

MS. SINGH: Just to give him a little bit more room. We had the building permit and they had come back and stopped it so I don't know what went on.

MR. LUCIA: The reason Mr. Hogan asked the question is if you were replacing the existing porch with exactly the same size you would not need to be here.

MS. SINGH: It went one foot four inches over from the existing.

MR. TANNER: This is already built?

MR. BABCOCK: Partial.

MR. TANNER: Footings are in, yes.

MR. TORLEY: Is there a margin of error replacing an existing?

MR. BABCOCK: I think you should see the survey, it's not only getting wider, it's getting much longer.

MS. SINGH: There was a walkway up in the front.

MR. BABCOCK: When it's gets longer, it gets closer to the property line. See the small square, Larry?

MR. TANNER: Dan, do you know what the size of the original porch was by any chance?

MR. PHILLIPS: I really don't.

MS. SINGH: No, I don't.

MR. NUGENT: Less than half of what the new one will be, I'm not sure of the dimensions of the new one.

MS. SINGH: Like I said, it only come out one foot four inches over the existing.

MR. TANNER: Other one was pretty small, not very useable, the old one?

MS. SINGH: Yeah, not very safe.

MR. BABCOCK: Just an entrance, the old one?

MS. SINGH: It had a good width, I'd say.

MR. TANNER: Not something you'd sit out on?

MS. SINGH: You can with a chair.

MR. LUCIA: As you may have heard me mention, I would be very confident of your measurement of that side yard from the new porch to the side because this board is only reacting to the numbers you're coming in with so I would be very confident.

MS. SINGH: Which we did, we took measurements.

MR. LUCIA: As long as you're sure it is because we--

MS. SINGH: We took the measurements.

MS. BARNHART: Can I keep the photographs?

MS. SINGH: Yes.

MR. TORLEY: I move we set the applicant up for a public hearing.

MR. TANNER: Second it.

ROLL CALL

MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. LUCIA: If you would that is an application form, fill that out and return it to Pat. If you have any questions, give her a call. I'm also giving you a copy of Section 267B of the Town Law and I put an arrow next to the area variance requirements. There are 5 specific factors you need to speak to when you come back. Basically, this board has to balance the benefit to you in giving you this variance as weighed against the detriment to the health, safety and welfare of the community by allowing this variance from the zoning ordinance. If you come back be prepared to speak to those 5 issues that are listed there. When you return that form, if you would submit also two checks both payable to the Town of New Windsor, one for \$50

November 8, 1993

22

application fee.

MS. BARNHART: It's all written down in your procedure.

MR. LUCIA: Also \$229 deposit against Town consultant review fees and various disbursements the board has in handling your application.

MS. SINGH: It's cheaper to tear the porch back off.

MR. LUCIA: If you were to replace it with the same size, you wouldn't need to be here.

MS. SINGH: We had the building permit, the entire frame, the frame is the only thing is the windows and roof and then they stopped it.

MR. LUCIA: When you come back, we'd like to see copy of your deed and title policy or search.

MS. SINGH: He has it. Do you need the deed?

MR. LUCIA: And search or title policy, whatever you have when you bought the house. Good luck to you.

9/93

1/10/94 Public Hearing - Phillips, Charles

Name:

Address:

JOHN FARRER/Kop F

69 CEDAR AVE New Windsor

Edna Lynch

71 Cedar Ave. New Windsor

adj. to 1/24/94.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----X  
In the Matter of Application for Variance of

Charles Phillips

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#93-50.  
-----X

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age  
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On December 28, 1993, I compared the 52 addressed  
envelopes containing the attached Notice of Public Hearing with  
the certified list provided by the Assessor regarding the above  
application for variance and I find that the addressees are  
identical to the list received. I then mailed the envelopes in a  
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
29<sup>th</sup> day of December, 1993).

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)

Pls. publish immediately. Send bill to Applicant at below address,

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 50

Request of Charles Phillips

for a VARIANCE of

the regulations of the Zoning Local Law to

permit existing enclosed porch of insufficient  
side yard,

being a VARIANCE of

Section 48-12-Table of Use/Bulk Regs. - Col. F.  
for property situated as follows:

73 Cedar Avenue, New Windsor,  
N.Y., known as tax map Section 16-  
Blk. 4 - Lot 30.

SAID HEARING will take place on the 10th day of  
January, 1994, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

James Nugent  
Chairman

By Patricia A. Barnhart  
Secy.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-50

Date: 11/10/93

I. ✓ Applicant Information:

- (a) Charles. L. Phillips 73 Cedar Ave. N.W. 561-3914  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) Carla Wiss 369 Fullerton Ave Nbg 562-0500  
(Name, address and phone of attorney)
- (d) K+B Home Improvement Rt 208 Montgomery NY 778-5908  
(Name, address and phone of contractor/engineer/architect)  
HOMER BARNES

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 73 Cedar Ave New Windsor 16-430 80 by 117  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? \_\_\_\_\_
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 1956
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow: \_\_\_\_\_  
(Describe proposal) \_\_\_\_\_



N/A  
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. F.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>15 ft.</u>	<u>6 ft.</u>	<u>9 ft.</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

\* Residential Districts only

\*\* No-residential districts only

① (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. (Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

① No ② No No place else for porch to be placed  
 ③ Minimal Change in existing structure

④ No

⑤ No

⑥ Benefit to applicant is substantial and is not detrimental to neighborhood.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*.

- (a) Variance requested from New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- N/A*  
(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_  
\_\_\_\_\_

VII. Interpretation. *N/A*.

- (a) Interpretation requested of New Windsor Zoning Local Law,  
Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs.,  
Col. \_\_\_\_\_.
- (b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

① VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*It's adding value to the house as a significant improvement to existing property. It will blend with the rest of the house with windows & screened doors and it will improve looks to the neighborhood when it's finished. Besides giving a 73 old man a place to enjoy the rest of his old age. Health-wise*

✓ IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.  
☒ Copy of tax map showing adjacent properties.

- N/A Copy of contract of sale, lease or franchise agreement.  
       Copy of deed and title policy.  
✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.  
N/A Copy(ies) of sign(s) with dimensions and location.  
       Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 292.00, each payable to the TOWN OF NEW WINDSOR.  
✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: 12/2/93

STATE OF NEW YORK )  
                               ) SS.:  
 COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X. Charles L. Phillips  
 (Applicant)

Sworn to before me this

2nd day of December, 19 93.  
Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART  
 Notary Public, State of New York  
 No. 04434  
 Qualified in Orange County  
 Commission Expires August 31, 1995

- (a) Public Hearing date: \_\_\_\_\_.
- (b) Variance: Granted (☐) Denied (☐)
- (c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

# SEARCH

File No. 9208-Phillips

UPSTATE COUNTIES ABSTRACT & SERVICING CORPORATION DOES HEREBY CERTIFY, That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collectors' Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosure by Advertisement, Homestead Exemptions, Contracts for Building Loans, Conditional Sales Contracts for three years past and Federal Tax Liens docketed during the period or periods stated, and for liens filed pursuant to Sect. 150-a C.P.A. and, since February 26, 1936, for Notices filed under Article 10-B of the Lien Law, against the following person or persons, corporation or corporations:

Clifford J. Budney from April 5, 1956 to May 15, 1956.  
Louise A. Budney from April 5, 1956 to May 15, 1956.  
Carl Kahn from May 2, 1956 to May 15, 1956.  
Leonard Kahn from May 2, 1956 to May 15, 1956.  
Charles Phillips from May 10, 1956 to May 22, 1956.  
Madeline Phillips from May 10, 1956 to May 22, 1956.

and also that it has caused the Dockets of Mechanics' Liens, in said office, to be searched for uncanceled Mechanics' Liens docketed against

Same names and dates as above except:

Carl Kahn from May 22, 1954 to May 15, 1956.  
Leonard Kahn from May 22, 1954 to May 15, 1956.  
Charles Phillips from May 22, 1954 to May 22, 1956.  
Madeline Phillips from May 22, 1954 to May 22, 1956.

and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

*...pages to Loan Commissioners, executed by, and uncanceled Dispendens, Collectors' Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosure by Advertisement, Homestead Exemptions, Contracts for Building Loans, Conditional Sales Contracts for three years past and Federal Tax Liens docketed during the period or periods stated, and for liens filed pursuant to Sect. 150-a C.P.A. and, since February 26, 1936, for Notices filed under Article 10-B of the Lien Law, against the following person or persons, corporation or corporations:*

Clifford J. Budney from April 5, 1956 to May 15, 1956.  
Louise A. Budney from April 5, 1956 to May 15, 1956.  
Carl Kahn from May 2, 1956 to May 15, 1956.  
Leonard Kahn from May 2, 1956 to May 15, 1956.  
Charles Phillips from May 10, 1956 to May 22, 1956.  
Madeline Phillips from May 10, 1956 to May 22, 1956.

*and also that it has caused the Dockets of Mechanics' Liens, in said office, to be searched for uncanceled Mechanics' Liens docketed against*

Same names and dates as above except:  
Carl Kahn from May 22, 1954 to May 15, 1956.  
Leonard Kahn from May 22, 1954 to May 15, 1956.  
Charles Phillips from May 22, 1954 to May 22, 1956.  
Madeline Phillips from May 22, 1954 to May 22, 1956.

*and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against*

Same names and dates as above except:  
Carl Kahn from May 22, 1946 to May 15, 1956.  
Leonard Kahn from May 22, 1946 to May 15, 1956.  
Charles Phillips from May 22, 1946 to May 22, 1956.  
Madeline Phillips from May 22, 1946 to May 22, 1956.

*and finds as follows affecting lands in the Town of New Windsor, County of Orange and State of New York, described in Deed, Carl Kahn and Leonard Kahn to Charles Phillips and Madeline Phillips, dated May 11, 1956 and recorded May 14, 1956 in Orange County Clerk's Office in Liber 1386 of Deeds at page 46.*

Dated, Newburgh, N. Y.,  
C&N  
NSB(Phillips)

May 22, 19 56.

LOUISE A. BUDNEY

to

CARL KAHN and  
LEONARD KAHN,  
as copartners

F. C. W. DEED

Dated May 3, 1956

Ack. May 3, 1956

Rec. May 14, 1956

Cons. \$10. & O.G.&V.

L. 1386 cp. 23

Hab. Fee

Grant and release unto the parties of the second part, their heirs and assigns forever,

Same premises by same description as in Liber 1378 cp. 196.

The said parcel as hereby described &c.

Subject to same covenants &c. as in Liber 1378 cp. 198.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

Together with an easement and right of way over and across any intervening land and across and over a road known as Budney Drive for the purpose of ingress and egress from the above described premises to Cedar Avenue.

Also subject to a right granted to William J. Burger and Florence E. Burger to lay and maintain pipes for a gas line and water line over a strip of land 1 foot in width adjoining Budney Drive, as contained in a certain Deed, dated November 8, 1951 from Clifford J. Budney and Louise A. Budney to William J. Burger and Florence E. Burger and recorded in the Orange County Clerk's Office on November 9, 1951 in Liber 1214 of Deeds at page 289.

Contains Lien Law Trust Covenant.

CARL KAHN  
(signs Carl L. Kahn) and  
LEONARD KAHN, as copartners

to

CHARLES PHILLIPS and  
MADELINE PHILLIPS,  
as tenants by the entirety.

F. C. W. DEED  
Dated May 11, 1956  
Ack. May 11, 1956  
Rec. May 14, 1956  
Cons. \$10. & O.G.&V.  
L. 1386 cp. 46  
Hab. Fee

Grant and release unto the parties of the second part, their  
heirs and assigns forever,

Same premises by same description &c. &c. as in Liber 1386  
cp. 23.

Being the same premises heretofore conveyed to the parties  
of the first part herein by Louise A. Budney by deed dated  
May 3, 1956 and to be recorded simultaneously with this deed.

Contains Lien Law Trust Covenant.

CHARLES L. PHILLIPS and  
MADELINE R. PHILLIPS,  
his wife

to

NEWBURGH SAVINGS BANK

MORTGAGE

Dated May 11, 1956

Ack. May 11, 1956

Rec. May 14, 1956

L. 1181 mp. 65

Given to secure \$10,700. payable with interest thereon  
according to a certain bond &c.

Mortgages-

ALL that certain lot, piece or parcel of land with the  
buildings and improvements thereon erected situate, lying and  
being in the Town of New Windsor, County of Orange and State of  
New York, known and designated as Lot #1 and more particularly  
described as follows:

Same description as in Liber 1378 cp. 196.

Subject to same covenants &c. as in Liber 1378 cp. 198.

Being the same premises conveyed to the mortgagors by deed  
of Carl Kahn and Leonard Kahn dated May 11, 1956 and delivered  
simultaneously herewith and this mortgage is given to secure so  
much of the purchase price of said premises.

Also subject to same right &c. as in Liber 1386 cp. 23.

Together with all fixtures and articles of personal property  
&c.

Contains Lien Law Trust Covenant.

Mortgage tax \$53.50 paid.



# This Indenture,

Made the // day of May

Nineteen Hundred and Fifty-Six

Between CARL KAHN and LEONARD KAHN, both residing at North Plank Road (no number), Town of Newburgh, County of Orange and State of New York, as co-partners,

parties of the first part, and

CHARLES PHILLIPS and MADELINE PHILLIPS, both residing at 32 Memorial Drive, in the City of Newburgh, County of Orange and State of New York, as tenants by the entirety,

parties of the second part,

Witnesseth that the parties of the first part, in consideration of

-----TEN AND 00/100----- Dollar (\$ 10.00---)  
lawful money of the United States, and other good and valuable consideration,  
paid by the parties of the second part, do hereby grant and release unto the  
parties of the second part, their heirs and assigns forever, all

THAT certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot #1 and more particularly described as follows:

BEGINNING at a point in the southerly line of Cedar Avenue a distance of 65.14 ft. measured on a course N. 75° E. along said southerly line of Cedar Avenue from the northwesterly corner of the lands heretofore conveyed by Veronica C. Lucas to Clifford J. Budney and Louise A. Budney by two certain Deeds, the first dated October 3, 1944, and recorded in the Orange County Clerk's Office in Liber 942 of Deeds at Page 20 on October 3, 1944, and the second being dated May 26, 1945, and recorded in the Orange County Clerk's Office in Liber 961 of Deeds at Page 464 on June 27, 1945. The said point of beginning being at the intersection of the said southerly line of Cedar Avenue with the easterly line of a roadway 50 ft. wide leading into the lands of said Budney and runs thence along the southerly line of Cedar Avenue N. 75° E. 80 ft. to a point, thence S. 30° 16' E. 103.66 ft. to a point; thence S. 75° W. 50.10 ft. to a point in the easterly line of said Budney Road, thence along said line N. 47° 17' W. 92.28 ft. to a point of bend in said line, thence continuing along said line as established to widen the approach from said Cedar Avenue into said Budney Road, N. 34° 07' W. 24.37 ft. to the point or place of beginning.

The said parcel as hereby described being a part or portion of lands heretofore conveyed to Clifford J. Budney and Louise A. Budney by Veronica C. Lucas by two certain deeds, the first of which was dated October 3, 1944 and recorded in the Orange County Clerk's Office in Liber 942 of Deeds at Page 20 on October 3, 1944, and the second of which was dated May 26, 1945 and was recorded in the Orange County Clerk's Office in Liber 961 of Deeds at Page 464 on June 27, 1945.

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(3) That no cattle, livestock or chickens shall ever be kept or maintained on said premises.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

TOGETHER with an easement and right of way over and across any intervening land and across and over a road known as Budney Drive for the purpose of ingress and egress from the above described premises to Cedar Avenue.

ALSO SUBJECT to a right granted to William J. Burger and Florence E. Burger to lay and maintain pipes for a gas line and water line over a strip of land one foot in width adjoining Budney Drive, as contained in a certain Deed dated November 8, 1951 from Clifford J. Budney and Louise A. Budney to William J. Burger and Florence E. Burger and recorded in the Orange County Clerk's Office on November 9, 1951 in Liber 1214 of Deeds at Page 289.

BEING the same premises heretofore conveyed to the parties of the first part herein by Louise A. Budney by deed dated May 3, 1956 and to be recorded simultaneously with this deed.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And said parties of the first part

First, That said parties of the first part covenant as follows:

seized of said premises in fee simple, and have good right to convey the same;  
Second, That the parties of the second part shall quietly enjoy the said premises;

Third, That the said premises are free from incumbrances; except as hereinbefore stated;

Fourth, That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth, That said parties of the first part

will forever Warrant the title to said premises.

Sixth, That, in Compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Carl I. Kahn  
Carl Kahn  
Leonard Kahn  
Leonard Kahn

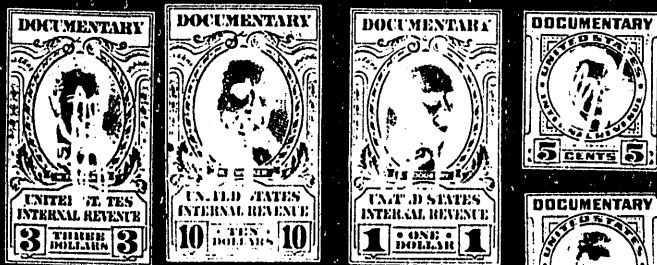


State of New York } ss. On this 11 day of May  
County of Orange, } Nineteen Hundred and Fifty-Six  
before me, the subscriber, personally appeared.

-----CARL KAHN and LEONARD KAHN-----

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.

Audene Herbst  
Notary Public  
Comm. expires March 30, 1957.



And said parties of the first part

First, That said parties of the first part

covenant as follows:

seized of said premises in fee simple, and have good right to convey the same;  
Second, That the parties of the second part shall quietly enjoy the said premises:

Third, That the said premises are free from incumbrances: except as hereinbefore stated;

Fourth, That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth, That said parties of the first part

will forever Warrant the title to said premises.

Sixth, That, in Compliance with Sec. 13 of the Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of

Carl I. Kahn  
Carl Kahn  
Leonard Kahn  
Leonard Kahn



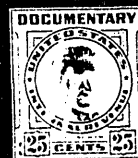
State of New York } ss. On this // day of May  
County of Orange, } Nineteen Hundred and Fifty-Six  
before me, the subscriber, personally appeared

-----CARL KAHN and LEONARD KAHN-----

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they duly acknowledged to me that they executed the same.

Adeline Herbert  
Notary Public

Comm. expires March 30, 1957.



A true record entered May 14th, 1956 at 9:00 A. M.

H. E. Lottman Clerk

Road (no number), Town of Newburgh, County of Orange and State of New York, as co-partners,

*parties of the first part, and*

CHARLES PHILLIPS and MADELINE PHILLIPS, both residing at 32 Memorial Drive, in the City of Newburgh, County of Orange and State of New York, as tenants by the entirety,

*parties of the second part,*

Witnesseth that the parties of the first part, in consideration of

-----TEN AND 00/100-----Dollar (\$ 10.00---)  
lawful money of the United States, and other good and valuable consideration,  
paid by the parties of the second part, do hereby grant and release unto the  
parties of the second part, their heirs and assigns forever, all

THAT certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot #1 and more particularly described as follows:

BEGINNING at a point in the southerly line of Cedar Avenue a distance of 65.14 ft. measured on a course N. 75° E. along said southerly line of Cedar Avenue from the northwesterly corner of the lands heretofore conveyed by Veronica C. Lucas to Clifford J. Budney and Louise A. Budney by two certain Deeds, the first dated October 3, 1944, and recorded in the Orange County Clerk's Office in Liber 942 of Deeds at Page 20 on October 3, 1944, and the second being dated May 26, 1945, and recorded in the Orange County Clerk's Office in Liber 961 of Deeds at Page 464 on June 27, 1945. The said point of beginning being at the intersection of the said southerly line of Cedar Avenue with the easterly line of a roadway 50 ft. wide leading into the lands of said Budney and runs thence along the southerly line of Cedar Avenue N. 75° E. 80 ft. to a point, thence S. 30° 16' E. 103.66 ft. to a point; thence S. 75° W. 50.10 ft. to a point in the easterly line of said Budney Road, thence along said line N. 47° 17' W. 92.28 ft. to a point of bend in said line, thence continuing along said line as established to widen the approach from said Cedar Avenue into said Budney Road, N. 34° 07' W. 24.37 ft. to the point or place of beginning.

The said parcel as hereby described being a part or portion of lands heretofore conveyed to Clifford J. Budney and Louise A. Budney by Veronica C. Lucas by two certain deeds, the first of which was dated October 3, 1944 and recorded in the Orange County Clerk's Office in Liber 942 of Deeds at Page 20 on October 3, 1944, and the second of which was dated May 26, 1945 and was recorded in the Orange County Clerk's Office in Liber 961 of Deeds at Page 464 on June 27, 1945.

SUBJECT to the following covenants which are made covenants running with the land:

(1) That said premises shall be used for residential purposes only and that no trade or business shall be carried on or conducted on said premises.

(2) That no more than one family residence and private garage costing at least \$5,000.00 to erect shall be erected or maintained upon any parcel of land having 75 ft. or less of frontage.

1/24/94

PHILLIPS

PUBLIC HEARING

CONT

NAME

ADDRESS

JOHN FARRENKOPF  
Edna Lynch

69 CEDAR AVE New Windsor  
71 Cedar Ave New Windsor



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

52

November 29, 1993

Mr. Charles L. Phillips  
73 Cedar Avenue  
New Windsor, NY 12553

Re: Tax Map Parcel #16-4-30

Dear Mr. Phillips:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook*

LESLIE COOK  
Sole Assessor

LC/cmp  
attachments

cc: Pat Bernhart

Gill, Nan M.  
222 Greenwich St.  
Goshen, NY 10924

Albany Savings Bank  
North Pearl & State St.  
Albany, NY 12201

Budney, Clifford J. & Patricia M.  
12-14 Veronica Ave.  
New Windsor, NY 12553

Perna, Richard T.  
2980 Summit Drive  
So. Mobile, Alabama 36618

Stefanchik, Richard E. & Kathleen  
16 Hilltop Drive  
New Windsor, NY 12553

Fasanaro Jr., Richard C. &  
Fixler, Susan J.  
14 Hilltop Drive  
New Windsor, NY 12553

Donnery, Francis X. & Colleen M.  
12 Hilltop Drive  
New Windsor, NY 12553

Lydecker III, Leigh K. & Linda H.  
10 Hilltop Drive  
New Windsor, NY 12553

Hatfield, Robert E.  
8 Hilltop Drive  
New Windsor, NY 12553

Johnston, Stephen & M. Elizabeth  
6 Hilltop Drive  
New Windsor, NY 12553

Dellon, Alexander  
4 Hilltop Drive  
New Windsor, NY 12553

McCue, Donald R. &  
Nunnally, Jeannine M.  
2 Hilltop Drive  
New Windsor, NY 12553

Nicastri, Vincent  
75 Cedar Ave.  
New Windsor, NY 12553

Lynch, James H. & Edna M.  
71 Cedar Ave.  
New Windsor, NY 12553



Farrenkopf, John J. & Kathleen B.  
69 Cedar Ave.  
New Windsor, NY 12553

Anniballi, Richard Z. & Wilma M.  
67 Cedar Ave.  
New Windsor, NY 12553

Arias, Donald & Karen  
65 Cedar Ave.  
New Windsor, NY 12553

McQuiston, Hubert A. & Susanna R.  
63 Cedar Ave.  
New Windsor, NY 12553

Raszewski, Jean  
1 Hilltop Drive  
New Windsor, NY 12553

Impellitteri, Gerard T. & Marion M.  
3 Hilltop Drive  
New Windsor, NY 12553

Tiso, Joseph & Margaret  
5 Hilltop Drive  
New Windsor, NY 12553

Johnson, Edward A. & Barbara A.  
7 Hilltop Drive  
New Windsor, NY 12553

McMillen, Miner F. & Ann Marie  
9 Hilltop Drive  
New Windsor, NY 12553

Wright, Gerald S. & Patricia A.  
11 Hilltop Drive  
New Windsor, NY 12553

Caronia, Alfred J. & Catherine M.  
17 Windsor Drive  
New Windsor, NY 12553

Carbone, Armond R. & Lucille  
16 Windsor Drive  
New Windsor, NY 12553

Babcock, George E. & Jennie A.  
15 Windsor Drive  
New Windsor, NY 12553

Haase, Bruce A. & Dianne S.  
14 Windsor Drive  
New Windsor, NY 12553

Sundberg, Steven & Maura  
13 Windsor Drive  
New Windsor, NY 12553

Spano, Anthony J. & Grace D.  
12 Windsor Drive  
New Windsor, NY 12553

Town of New Windsor  
555 Union Ave.  
New Windsor, NY 12553

Decker, Raymond C. & Ruth  
15 Hilltop Drive  
New Windsor, NY 12553

New Windsor Little League Inc.  
PO Box 4024  
New Windsor, NY 12553

Baranski, Charles & Jane  
106 Blanche Ave.  
New Windsor, NY 12553

Lombardo, Christopher & Lynne  
52 Cedar Ave  
New Windsor, NY 12553

Yonnone, Anthony & Arlene  
56 Cedar Ave.  
New Windsor, NY 12553

Perez, Jose L.  
85 Blanche Ave.  
New Windsor, NY 12553

Short, David A. & Roberta L.  
87 Blanche Ave.  
New Windsor, NY 12553

Antonelli, Joseph A.  
77 Melrose Ave.  
New Windsor, NY 12553

Freeman, Thomas J III & Cathy M.  
79 Melrose Ave  
New Windsor, NY 12553

Phillips, Gary & Joanne  
110 Blanche Avenue  
New Windsor, NY 12553

Masten, Andrew W. & Geraldine S.  
26 Goodman Ave  
New Windsor, NY 12553

O'Brien, Joseph P. Jr. & Kathleen  
111 Blanche Ave.  
New Windsor, NY 12553

Elias, Edward & Caterina A.  
113 Blanche Ave.  
New Windsor, NY 12553

Ricci, Anthony J. & Kimberly A.  
115 Blanche Ave  
New Windsor, NY 12553

O'Connell, William C. & Geraldine  
117 Blanche Ave  
New Windsor, NY 12553

Micheletti, Joseph S. & Karen M.  
119 Blanche Ave.  
New Windsor, NY 12553

Alvarez, Humberto & Linda  
121 Blanche Ave  
New Windsor, NY 12553

McDaniel, Edmund M. & Barbara M.  
123 Blanche Ave.  
New Windsor, NY 12553

Hilfiger, Robert & Jo Ann  
116 Blanche Ave  
New Windsor, NY 12553

Urbaniak, Richard E. & Dorothy J.  
114 Blanche Ave.  
New Windsor, NY 12553

O'Brien, Joseph P. & Patricia E.  
112 Blanche Ave.  
New Windsor, NY 12553